

United States District Court
Southern District of New York

RICARDO VELASQUEZ,	Plaintiff,	}	Civil Action No. 1:21-cv-9387-MKV
- against -			
DUNDEE LLC., a New York corporation, d/b/a CALEDONIA, and TAL UMATAR LLC, a New York limited liability company,		}	ANSWER and CROSS- CLAIM WITH JURY DEMAND
	Defendants.		

Pursuant to Federal Rule of Civil Procedure 15(a)(1)(A), Defendant TAL UMATAR LLC (“TAL UMATAR” or “Defendant”), by its attorneys FISCHMAN & FISCHMAN, files this Answer to RICARDO VELASQUEZ’s Complaint (“Complaint”):

ANSWER

Defendant specifically denies any and all allegations contained in headings, or unnumbered paragraphs in the Complaint to the extent that any allegations exist therein:

1. Paragraph 1 of the Complaint does not contain any factual allegations which can be admitted or denied, and contains allegations which calls for conclusions of law, and Defendant respectfully refers to the Court all questions concerning the interpretation and legal effect of the statutes and/or regulations alluded to therein.
2. Defendant consents to venue as indicated in ¶2 of the Complaint.
3. Paragraph 3 of the Complaint does not contain any factual allegations

which can be admitted or denied, and contains allegations which calls for conclusions of law, and Defendant respectfully refers to the Court all questions concerning the interpretation and legal effect of the statutes and/or regulations alluded to therein.

4. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations in ¶4 of the Complaint.

5. Defendant admits that it is the owner of the subject property as alleged in ¶5 of the Complaint, and denies each and every other factual allegation contained therein, and cannot admit or deny the alleged ownership of the alleged “improvements” in that such allegation calls for a conclusion of law.

6. Defendant admits to the allegations contained in ¶6 of the Complaint.

AS TO COUNT I – AMERICANS WITH DISABILITY ACT

7. Paragraph 7 of the Complaint does not contain any factual allegations which can be admitted or denied, and contains allegations which calls for conclusions of law, and Defendant respectfully refers to the Court all questions concerning the interpretation and legal effect of the statutes and/or regulations alluded to therein.

8. Paragraph 8 of the Complaint (including all subsections thereof) does not contain any factual allegations which can be admitted or denied, and contains allegations which calls for conclusions of law, and Defendant respectfully refers to the Court all questions concerning the interpretation and legal effect of the statutes and the legislative history alluded to therein.

9. Paragraph 9 of the Complaint (including all subsections thereof) does not

contain any factual allegations which can be admitted or denied, and contains allegations which calls for conclusions of law, and Defendant respectfully refers to the Court all questions concerning the interpretation and legal effect of the statutes and the legislative history alluded to therein. Defendant avers the statute, rules, or regulations referenced by this Paragraph is the best proof of its contents.

10. Defendant denies the factual allegations contained in ¶10 of the Complaint, and Defendant respectfully refers to the Court all questions concerning the interpretation and legal effect of the statutes and/or regulations alluded to therein.

11. Defendant cannot admit or deny the allegations contained in ¶11 of the Complaint which call for conclusions of law, and Defendant respectfully refers to the Court all questions concerning the interpretation and legal effect of said allegations as it relates to any statute and/or regulation relevant thereto. To the extent ¶11 contains any factual allegation(s), Defendant denies same.

12. Defendant denies the allegations contained in ¶12 of the Complaint.

13. Defendant denies the allegations contained in ¶13 of the Complaint.

14. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegation concerning the desire of Plaintiff to re-visit the subject property, and Defendant denies each and every other allegation contained in ¶14 of the Complaint.

15. Defendant does not admit or deny the allegations in ¶15 of the Complaint, and Defendant avers the statute, rules, or regulations referenced by this Paragraph is

the best proof of its contents.

16. Defendant denies each and every allegation contained in ¶16 of the Complaint including, but not limited to, the allegations contained in the subparagraphs numbered with roman numerals.

17. Defendant denies each and every allegation contained in ¶17 of the Complaint.

18. Defendant denies each and every allegation contained in ¶18 of the Complaint.

19. Defendant cannot admit or deny the allegations contained in ¶19 of the Complaint which call for conclusions of law, and Defendant respectfully refers to the Court all questions concerning the interpretation and legal effect of said allegations as it relates to any statute and/or regulation relevant thereto. To the extent ¶19 contains any factual allegation(s), Defendant denies same.

20. Defendant cannot admit or deny the allegations contained in ¶20 of the Complaint which call for conclusions of law, and Defendant respectfully refers to the Court all questions concerning the interpretation and legal effect of said allegations as it relates to any statute and/or regulation relevant thereto.

AS TO COUNT II – NEW YORK CITY HUMAN RIGHTS LAW

21. Defendant does not admit or deny the allegations in ¶21 of the Complaint, and Defendant avers the statute, rules, or regulations referenced by this Paragraph is the best proof of its contents.

22. Defendant denies each and every allegation contained in ¶22 of the Complaint.

23. The Defendant repeats and re-alleges the allegations of paragraphs 1 through 22 as if set forth in their entirety here.

AS TO COUNT III – NEW YORK STATE HUMAN RIGHTS LAW

24. Defendant does not admit or deny the allegations in ¶24 of the Complaint, and Defendant avers the statute, rules, or regulations referenced by this Paragraph is the best proof of its contents.

25. Defendant cannot admit or deny the allegations contained in ¶25 of the Complaint which call for conclusions of law, and Defendant respectfully refers to the Court all questions concerning the interpretation and legal effect of said allegations as it relates to any statute and/or regulation relevant thereto.

26. Defendant denies each and every allegation contained in ¶26 of the Complaint.

27. Defendant denies each and every allegation contained in ¶27 of the Complaint.

28. The Defendant repeats and re-alleges the allegations of paragraphs 1 through 27 as if set forth in their entirety here.

AS TO COUNT IV - VIOLATION OF THE ADMINISTRATIVE CODE OF THE CITY OF NEW YORK

29. Defendant denies each and every allegation contained in ¶29 of the Complaint.

30. Defendant denies each and every allegation contained in ¶30 of the Complaint.

31. Defendant does not admit or deny the allegations in ¶31 of the Complaint, and Defendant avers the statute, rules, or regulations referenced by this Paragraph is the best proof of its contents, and Defendant respectfully refers to the Court all questions concerning the interpretation and legal effect of the statutes and/or regulations alluded to therein.

32. Defendant cannot admit or deny the allegations contained in ¶32 of the Complaint which call for conclusions of law, and Defendant respectfully refers to the Court all questions concerning the interpretation and legal effect of said allegations as it relates to any statute and/or regulation and/or case law relevant and alluded to therein.

33. Defendant denies each and every allegation contained in ¶33 of the Complaint.

34. Defendant denies each and every allegation contained in ¶34 of the Complaint.

35. Defendant denies each and every allegation contained in ¶35 of the Complaint.

36. Defendant denies each and every allegation contained in ¶36 of the Complaint.

37. The Defendant repeats and re-alleges the allegations of paragraphs 1

through 36 as if set forth in their entirety here.

AS TO ATTORNEYS FEES AND COSTS

38. Paragraph 38 of the Complaint does not contain any factual allegations which can be admitted or denied, and contains allegations which calls for conclusions of law, and Defendant respectfully refers to the Court all questions concerning the interpretation and legal effect of the statutes and/or regulations alluded to therein.

39. Paragraph 39 of the Complaint does not contain any factual allegations that can be admitted or denied.

AS TO DAMAGES

40. Paragraph 40 of the Complaint does not contain any factual allegations that can be admitted or denied.

AS TO INJUNCTIVE RELIEF

41. Paragraph 41 of the Complaint does not contain any factual allegations which can be admitted or denied, and contains allegations which calls for conclusions of law, and Defendant respectfully refers to the Court all questions concerning the interpretation and legal effect of the statutes and/or regulations alluded to therein.

AFFIRMATIVE DEFENSES

42. The Complaint fails to state a cause of action since the date of the alleged visit by the Plaintiff to the Defendant's real property is omitted.

43. The Complaint should be dismissed in its entirety.

44. Should the Court grant Plaintiff permission to amend his Complaint, then Defendant reserves its rights to amend this answer with appropriate defenses which could include but are not limited to a more specific statute of limitations defense or other defense(s) based upon the date of the alleged visit by Plaintiff.

45. Defendant also reserves its right to interposes defense(s) based upon the inability to preserve evidence based upon the failure of the Complaint (Doc. No. 1) to state the date when Plaintiff was allegedly denied the full and safe access to all of the benefits, accommodations and services of the Subject Facility.

46. Without admitting or acknowledging that Defendant bears any burden of proof as to any of them, Defendant asserts the following affirmative defenses. Defendant intends and specifically reserves the right to rely upon any additional defenses that become available or apparent while this action is pending and reserves the right to amend this answer in order to otherwise assert any such further defense(s).

FIRST DEFENSE

47. The allegations in the Complaint fail to state a claim for which relief may be had, in addition to the facts stated above in paragraph 42.

SECOND DEFENSE

48. Plaintiff has failed to properly allege standing to assert any or all of the claims alleged in the Complaint because, upon information and belief, Plaintiff has not been to the Property and has not been denied the full and safe access to all of the benefits, accommodation, and services at the Property.

49. Plaintiff does not set forth any date(s) or time(s) at which Plaintiff alleges to have visited the Property.

50. Plaintiff does not set forth any date(s) or time(s) at which Plaintiff alleges to have been denied access to the Property.

51. Plaintiff does not set forth any date(s) or time(s) at which Plaintiff alleges to have asked for and been denied access to the Property.

52. Plaintiff does not set forth whether he sought to see if the modifications sought to the Property are reasonable, readily achievable, technically feasible, and would not cause a significant loss.

THIRD DEFENSE

53. Plaintiff's claims, are or may be barred, in whole or in part, by the applicable statute of limitations including the New York Executive Law § 297(5) and the New York City Administrative Code Chapter 5 § 8-502.

FOURTH DEFENSE

54. The allegations in the Complaint must be dismissed by reason of Plaintiff's failure to comply with one or more conditions precedent to filing the within lawsuit.

FIFTH DEFENSE

55. Plaintiff's claims, are barred in whole or part because any modifications do not trigger the "alteration" legal standard.

56. Plaintiff's claims, are barred because, to the extent architectural barriers alleged by the Plaintiff exist (which supposition is explicitly denied and merely stated for the purpose of this additional defense) the removal of such barriers is virtually impossible.

SIXTH DEFENSE

57. Plaintiff's claims, are barred because any alterations made to the Premises are sufficient in that they satisfy the "to the maximum extent feasible" standard to the extent applicable.

SEVENTH DEFENSE

58. Plaintiff's claims, are barred because, to the extent architectural barriers alleged by Plaintiff exist (which supposition is explicitly denied and merely stated for the purpose of this additional defense) the modification of such barriers is not readily achievable.

EIGHTH DEFENSE

59. Plaintiff's claims, are barred in whole or part because architectural barriers in the Premises have been removed sufficient to satisfy the "readily achievable" standard to the extent applicable.

NINTH DEFENSE

60. The applicable statutory ceilings on recoverable damages must limit any damages recovered by Plaintiff from Defendant.

TENTH DEFENSE

61. To the extent Defendant is determined to be liable, it is, or may be, entitled to contribution from Defendant DUNDEE based on its actions, inactions, negligence, recklessness and/or other conduct, including but not limited to its actions alleged in Plaintiff's Complaint.

ELEVENTH DEFENSE

62. Plaintiff's claims, are barred because, to the extent architectural barriers alleged by Plaintiff exist (which supposition is explicitly denied and merely stated for the purpose of this additional defense) the barriers are *de minimis* and/or are within conventional building industry tolerances.

TWELFTH DEFENSE

63. Any services alleged to be required would constitute an undue burden as defined in the Treasury Regulations as "significant difficulty or expense" and is not required.

THIRTEENTH DEFENSE

64. Plaintiff's claims against Defendant, are barred because Defendant has complied with all applicable regulations of the federal, state and city governments.

FOURTEENTH DEFENSE

65. Plaintiff fails to allege facts or a cause of action against Defendant sufficient to support a claim for attorneys' fees.

66. Plaintiff is not entitled to damages or attorney's fees because Plaintiff acted in bad faith by failing to give Defendant notice of alleged violations prior to filing lawsuit, when alleged violations could have been handled in a cost-efficient manner, in a transparent attempt to extract a settlement.

FIFTEENTH DEFENSE

67. Plaintiff's claims, are barred in whole or part pursuant to 28 C.F.R. § 36.403(f) in that any alleged alteration required to conform is disproportionate to the overall alteration, if any.

SIXTEENTH DEFENSE

68. The Complaint was not initiated in good faith and is barred by the doctrine of unclean hands.

SEVENTEENTH DEFENSE

69. Plaintiff is not entitled to injunctive relief because he has failed to show an injury-in-fact or a threat of real and immediate harm.

EIGHTEENTH DEFENSE

70. The Complaint must be dismissed because Plaintiff has not shown, and does not have, a good faith intent to return to the subject property and patronize its

facilities.

71. Upon information and belief, the Plaintiff lacks standing as he is a serial ADA litigant who has and continues to pursue a course of litigation instituted without sufficient grounds and serving only to cause annoyance and expense to this and other similarly situated defendants for the purpose of recovery of attorney's fees under the ADA.

72. As of the present day, the Plaintiff has instituted in the SDNY the following One Hundred Fifty-Six (156) cases (inclusive of present action) the majority of which are with the same attorney (Weitz,B):

1	1:09-cv-03446-AKH	Ricardo Velasquez v. A Russo filed 03/24/09 Wrecking, Inc. et al		closed 01/25/11
2	1:15-cv-07187-SAS	Velasquez v. Park - 79 Associates, LP et al	filed 09/11/15	closed 12/03/15
3	1:15-cv-07193-JMF	Velasquez v. ISK - 57 Inc. et al	filed 09/11/15	closed 02/17/16
4	1:16-cv-05487-KBF	Velasquez v. E Z Pawn Corp. et al	filed 07/10/16	closed 03/02/17
5	1:16-cv-06256-GHW	Velasquez v. Uptown Roasters, LLC et al	filed 08/07/16	closed 02/13/17
6	1:17-cv-02367-WHP	Velasquez v. Ricardo Steak House Heart Foundation Inc. et al	filed 04/01/17	closed 02/20/18
7	1:17-cv-02384-JGK	Velasquez v. AR 116 Lex Inc. et al	filed 04/03/17	closed 02/07/18

8	1:17-cv-03623-LTS-	Velasquez v. Chenille KNF Organics Cleaners, Inc. et al	filed 05/15/17	closed 12/21/17
9	1:17-cv-03629-SN	Velasquez v. Gortaroe Construction of New York, Inc. et al	filed 05/15/17	closed 11/17/17
10	1:17-cv-03867-PGG	Velasquez v. 1465 3rd Ave. Rest. Corp. et al	filed 05/22/17	closed 10/03/17
11	1:17-cv-04793-ALC	Velasquez v. HSK Hospitality Inc. et al	filed 06/23/17	closed 02/15/18
12	1:17-cv-04861-RJS	Velasquez v. Amma Anna 730 LLC et al	filed 06/27/17	closed 11/19/17
13	1:17-cv-04862-AT	Velasquez v. 667 Tenth Avenue Corp. et al	filed 06/27/17	closed 02/26/18
14	1:17-cv-04938-GBD	Velasquez v. Skyline Gourmet Deli Inc. et al	filed 06/29/17	closed 03/19/18
15	1:17-cv-04939-KBF	Velasquez v. BGHO LLC et al	filed 06/29/17	closed 07/17/18
16	1:17-cv-05009-KPF	Velasquez v. 688 10th Ave. Restaurant Corp. et al	filed 07/04/17	closed 05/09/18
17	1:17-cv-09833-VEC	Velasquez v. Tere Restaurant II Corp et al	filed 12/15/17	closed 03/15/18
18	1:17-cv-09836-LGS	Velasquez v. Orchid Man, Inc et al	filed 12/15/17	closed 06/05/18
19	1:17-cv-09837-VEC	Velasquez v. Everyday Convenient Store Inc et al	filed 12/15/17	closed 09/04/18
20	1:17-cv-09989-WHP	Velasquez v. Allende & Rojas Food Services, LLC et al	filed 12/21/17	closed 10/23/18

21	1:18-cv-00669-RA	Velasquez v. Celtic Tiger Inc. filed 01/25/18 et al		closed 08/28/18
22	1:18-cv-00675-JMF	Velasquez v. Golden Delight filed 01/25/18 Restaurant Inc. et al		closed 12/03/18
23	1:18-cv-03512-RJS	Velasquez v. Evolution Nature Corp et al	filed 04/20/18	closed 07/30/18
24	1:18-cv-04116-JPO	Velasquez v. Bleeker Street filed 05/08/18 Bar Corp. et al		closed 09/13/19
25	1:18-cv-04161-AT	Velasquez v. Pressed Juicery filed 05/09/18 329 Lafayette Street LLC et al		closed 10/10/18
26	1:18-cv-04183-LGS	Velasquez v. 643 Broadway Holdings LLC et al	filed 05/09/18	closed 01/02/19
27	1:18-cv-04580-JGK	Velasquez v. West Village Finest Deli Corp et al	filed 05/23/18	closed 12/12/18
28	1:18-cv-05646-PAE	Velasquez v. Overthrow New York Limited et al	filed 06/21/18	closed 08/30/18
29	1:18-cv-05655-GBD	Velasquez v. Mercer Street Books, Inc. et al	filed 06/21/18	closed 09/05/18
30	1:18-cv-05657-JGK	Velasquez v. 192 Mercer Street Corporation et al	filed 06/21/18	closed 01/18/19
31	1:18-cv-06986-VEC	Velasquez v. 62nd & 1st LLC et al	filed 08/02/18	closed 04/01/19
32	1:18-cv-06987-JMF	Velasquez v. Domino's Pizza LLC et al	filed 08/02/18	closed 12/11/18
33	1:18-cv-06988-LJL	Velasquez v. IL Valentino Restaurant Inc. et al	filed 08/02/18	closed 03/24/21

34	1:18-cv-10208-AJN	Velasquez v. PGGS Gourmet, filed 11/02/18 Inc. et al		closed 03/14/19
35	1:18-cv-10217-ALC	Velasquez v. Join Us HK, LLC et al	filed 11/02/18	closed 08/21/19
36	1:18-cv-10220- GHW-DCF	Velasquez v. 340 West 46Th Street Corp et al	filed 11/02/18	closed 05/09/19
37	1:18-cv-10225-JGK	Velasquez v. Mode K'S, Inc et al	filed 11/02/18	closed 05/06/19
38	1:18-cv-10328-AJN	Velasquez v. 326 Restaurant Corp. et al	filed 11/06/18	closed 07/09/19
39	1:18-cv-10459-AJN	Velasquez v. Think Coffee, LLC et al	filed 11/09/18	closed 05/28/19
40	1:18-cv-10461-KPF	Velasquez v. Santa Fe Restaurant Corp. et al	filed 11/09/18	closed 06/18/19
41	1:18-cv-10462-GHW	Velasquez v. NICHL Due, Inc. et al	filed 11/09/18	closed 06/19/19
42	1:18-cv-10967-AT	Velasquez v. Juice Generation Inc et al	filed 11/23/18	closed 05/03/19
43	1:18-cv-10968-GHW	Velasquez v. Two Spirit, LLC et al	filed 11/23/18	closed 03/01/19
44	1:18-cv-10969-CM- JW	Velasquez v. Kiner's Corner LLC et al	filed 11/23/18	
45	1:18-cv-12057-PAE- OTW	Velasquez v. CDDF Restaurant Inc. et al	filed 12/20/18	closed 05/06/19
46	1:18-cv-12062-GHW	Velasquez v. Boxers Enterprises, LLC. et al	filed 12/20/18	closed 07/02/19

47	1:19-cv-00333-GHW	Velasquez v. 939 First Ave. Liquors, Inc. et al	filed 01/11/19	closed 07/17/19
48	1:19-cv-01139-AJN	Velasquez v. IL Gnocchi Restaurant Corp et al	filed 02/06/19	closed 06/20/19
49	1:19-cv-01141-DAB	Velasquez v. New Red Star Chinese Restaurant Inc. et al	filed 02/06/19	closed 06/17/19
50	1:19-cv-01248-VSB	Velasquez v. Tobacco House Corp. et al	filed 02/08/19	closed 08/23/20
51	1:19-cv-01251-RA	Velasquez v. Elimar Grocery & Bakery Corp. et al	filed 02/08/19	closed 09/23/19
52	1:19-cv-03061-PGG-BCM	Velasquez v. Hung Zong Inc. et al	filed 04/05/19	closed 10/29/19
53	1:19-cv-03301-KPF	Velasquez v. 1 West 3Rd St. Restaurant Associates LLC et al	filed 04/12/19	closed 09/23/19
54	1:19-cv-03304-PGG-SDA	Velasquez v. Kintaro Foods LLC et al	filed 04/12/19	closed 08/27/19
55	1:19-cv-03475-JPO	Velasquez v. Gansevoort Market Coffee Shop Inc.	filed 04/18/19	closed 08/30/19
56	1:19-cv-03476-AJN	Velasquez v. Big Ben Jewelers Inc et al	filed 04/18/19	closed 01/14/20
57	1:19-cv-03478-GHW	Velasquez v. Ulla Johnson Inc. et al	filed 04/18/19	closed 08/30/19
58	1:19-cv-05643-JGK	Velasquez v. New Red Star Inc. et al	filed 06/17/19	closed 12/21/20
59	1:19-cv-06429-AT	Velasquez v. Pearlstone Restaurant, LLC et al	filed 07/11/19	closed 11/20/19

60	1:19-cv-06891-KPF	Velasquez v. DRT Group, LLC et al	filed 07/24/19	closed 12/23/19
61	1:19-cv-06895-ALC	Velasquez v. Liam Street Venture LTD et al	filed 07/24/19	closed 12/19/19
62	1:19-cv-06897-JMF	Velasquez v. Stone Street Amigos LLC et al	filed 07/24/19	closed 12/10/19
63	1:19-cv-06899-JPO	Velasquez v. Shorty's Restaurants LLC et al	filed 07/24/19	closed 11/22/19
64	1:19-cv-06901-GBD	Velasquez v. Rex Pipe Shop Inc et al	filed 07/24/19	closed 04/27/20
65	1:19-cv-06903-JPO-	Velasquez v. 2 Coenties Slip, SLC LLC et al	filed 07/24/19	closed 10/27/20
66	1:19-cv-06908-AJN	Velasquez v. 44 Water Street, Inc et al	filed 07/24/19	closed 09/02/20
67	1:19-cv-06911-JPC	Velasquez v. 80-00090 Maiden Lane DEL LLC et al	filed 07/24/19	closed 10/15/20
68	1:19-cv-06912-RA-	Velasquez v. Lemage Inc KHP	filed 07/24/19	closed 12/02/20
69	1:19-cv-08818-LJL	Velasquez v. Hell's Kitchen Barbers Corp. et al	filed 09/23/19	closed 08/17/20
70	1:19-cv-08819-GHW	Velasquez v. Eat Good Feel Good Inc. et al	filed 09/23/19	closed 07/06/20
71	1:19-cv-08824-MKV	Velasquez v. Chong Qing Xiao Mian I, Inc. et al	filed 09/23/19	closed 06/09/20
72	1:19-cv-10149-JMF	Velasquez v. Gansevoort Market Coffee Shop Inc.	filed 10/31/19	closed 02/04/20

731:19-cv-11300-MKV-	Velasquez v. Nano BCM Endeavour LLC et al	filed 12/10/19	closed 02/18/20
74	1:19-cv-11303-VSB Velasquez v. BX4 LLC et al	filed 12/10/19	closed 07/09/20
75	1:19-cv-11304-KPF Velasquez v. BGHO LLC et al	filed 12/10/19	closed 02/25/20
76	1:19-cv-11334-GHW Velasquez v. West 54 Liquors LLC et al	filed 12/11/19	closed 06/08/20
77	1:19-cv-11488-GHW Velasquez v. Two Big Boys, Inc. et al	filed 12/16/19	closed 12/08/20
78	1:19-cv-11500-ER Velasquez v. 359 Corp. et al	filed 12/16/19	closed 09/07/21
79	1:20-cv-06095-PGG- Velasquez v. 55 Stone Street, KNF LLC et al	filed 08/04/20	closed 03/18/21
80	1:20-cv-10983-JGK Velasquez v. Delphinium Ltd. et al	filed 12/28/20	closed 04/12/21
81	1:21-cv-00048-ALC- Velasquez v. Charlotte Jones BCM Opticians, LLC et al	filed 01/04/21	closed 01/25/22
82	1:21-cv-01973-PGG- Velasquez v. 85 Pearl Street KHP Venture Ltd. et al	filed 03/07/21	closed 03/30/22
83	1:21-cv-01975-AT Velasquez v. New Jubilee News II, Inc. et al	filed 03/07/21	closed 07/19/21
84	1:21-cv-02434-PAE- Velasquez v. Liber-Tees, Inc. JLC et al	filed 03/19/21	closed 12/21/21
85	1:21-cv-02513-SHS Velasquez v. Four Star Inc. et al	filed 03/23/21	closed 11/10/21
86	1:21-cv-02719-KPF Velasquez v. Sall Restaurant and Lounge, LLC et al	filed 03/30/21	

87	1:21-cv-02723-ALC-	Velasquez v. The Perfect BCM Hairmony, Inc. et al	filed 03/30/21	
88	1:21-cv-02724-VSB	Velasquez v. YM Zoya Inc. et al	filed 03/30/21	closed 03/18/22
89	1:21-cv-02726-JMF	Velasquez v. J & E Hair Salon Inc. et al	filed 03/30/21	closed 09/17/21
90	1:21-cv-02727-JPC	Velasquez v. Hana Wine & Spirit Corp. et al	filed 03/30/21	closed 09/22/21
91	1:21-cv-02948-VEC	Velasquez v. 60th Street, LLC et al	filed 04/06/21	closed 09/15/21
92	1:21-cv-02949-VEC	Velasquez v. 939 Mitchell Market Inc. et al	filed 04/06/21	closed 10/04/21
93	1:21-cv-02951-JPC	Velasquez v. JAGR 187 Columbus LLC et al	filed 04/06/21	closed 12/09/21
94	1:21-cv-02952-GBD	Velasquez v. Sheng Cleaner Inc. et al	filed 04/06/21	closed 06/28/21
95	1:21-cv-02953-LJL	Velasquez v. VLC Upper West LLC et al	filed 04/06/21	closed 03/22/22
96	1:21-cv-03205-JMF	Velasquez v. Rockwell Deli Coffee Shop Corp. et al	filed 04/13/21	closed 09/15/21
97	1:21-cv-03214-PGG-	Velasquez v. Royal Wine SN Merchants, Ltd., et al	filed 04/13/21	
98	1:21-cv-03218-ER	Velasquez v. Hama New York Inc. et al	filed 04/13/21	
99	1:21-cv-03269-JPO	Velasquez v. Springbone Pearl LLC et al	filed 04/14/21	closed 08/26/21

100	1:21-cv-03585-MKV	Velasquez v. NC Affiliated JV I, LLC et al	filed 04/22/21	
101	1:21-cv-03588-KPF	Velasquez v. Sunshine Florist Inc. et al	filed 04/22/21	closed 03/11/22
102	1:21-cv-03645-ALC	Velasquez v. HPF Christopher Inc. et al	filed 04/23/21	
103	1:21-cv-03789-ALC	Velasquez v. Rains USA Inc. et al	filed 04/28/21	closed 02/02/22
104	1:21-cv-03792-JPO	Velasquez v. The Paint Box Gallery 2, Inc. et al	filed 04/28/21	
105	1:21-cv-03829-JMF	Velasquez v. West NY 500 Corp. et al	filed 04/29/21	closed 10/29/21
106	1:21-cv-04427-ALC	Velasquez v. Zoomies, LLC et al	filed 05/17/21	closed 10/01/21
107	1:21-cv-04431-GHW	Velasquez v. Olde Good Things, Inc. et al	filed 05/17/21	closed 03/03/22
108	1:21-cv-04432-ER	Velasquez v. Brodo On Hudson LLC, et al	filed 05/17/21	closed 11/19/21
109	1:21-cv-04821-PAE-	Velasquez v. Hells Kitchen RWL Ink LLC et al	filed 05/31/21	
110	1:21-cv-04822-KPF	Velasquez v. Von Design, Ltd. et al	filed 05/31/21	closed 04/19/22
111	1:21-cv-04824-JGK	Velasquez v. Tulcingo Travel, Corp et al	filed 05/31/21	closed 02/09/22
112	1:21-cv-06259-LJL	Velasquez v. Thai Super Inc. et al	filed 07/22/21	closed 03/15/22

113	1:21-cv-06282-AJN-	Velasquez v. 3rd Ave GWG Locksmith & Keys Inc. et al	filed 07/23/21	closed 04/08/22
114	1:21-cv-07111-LGS	Velasquez v. Daniella Kallmeyer LLC et al	filed 08/23/21	closed 03/15/22
115	1:21-cv-07181-AT	Velasquez v. 123 Essex Street Corp. et al	filed 08/25/21	closed 02/22/22
116	1:21-cv-07184-PGG-	Velasquez v. 254 Broome KHP LLC et al	filed 08/25/21	closed 11/30/21
117	1:21-cv-07211-PAE-	Velasquez v. Barrio Chino, SDA LLC et al	filed 08/26/21	closed 02/11/22
118	1:21-cv-07328-GHW	Velasquez v. Wade Maxx Galleries, Inc. et al	filed 08/31/21	closed 12/13/21
119	1:21-cv-07401-JMF	Velasquez v. Jed Partners LLC et al	filed 09/02/21	closed 12/20/21
120	1:21-cv-07448-AJN	Velasquez v. Orange Glou LLC et al	filed 09/06/21	closed 02/22/22
121	1:21-cv-07450-AT	Velasquez v. Antler Dispensary, Inc. et al	filed 09/06/21	
122	1:21-cv-07610-RA	Velasquez v. Bridge & Tunnel, LLC et al	filed 09/10/21	
123	1:21-cv-07611-ALC	Velasquez v. L.E.S. Minimart Corp. et al	filed 09/11/21	
124	1:21-cv-07612-JPO	Velasquez v. Fringe Fix Inc. et al	filed 09/11/21	closed 12/01/21
125	1:21-cv-07820-GHW	Velasquez v. Good Thanks Cafe, LLC et al	filed 09/18/21	closed 01/14/22

126	1:21-cv-07824-LJL	Velasquez v. Johanngpro, L.L.C. et al	filed 09/18/21	
127	1:21-cv-07825-VEC	Velasquez v. MC Optical Corp. et al	filed 09/18/21	closed 03/18/22
128	1:21-cv-08966-RA	Velasquez v. R B Style Barber Shop, Inc. et al	filed 11/01/21	
129	1:21-cv-08967-VSB	Velasquez v. MG Driving School And Multiservice Corp. et al	filed 11/01/21	closed 01/24/22
130	1:21-cv-08968-PGG-OTW	Velasquez v. 801 Southern Blvd Restaurant Corp. et al	filed 11/01/21	
131	1:21-cv-09141-KPF	Velasquez v. El Porton Bar & Restaurant No. 2 Corp. et al	filed 11/04/21	
132	1:21-cv-09150-LJL	Velasquez v. Falcon Travel Corp. et al	filed 11/04/21	closed 05/09/22
133	1:21-cv-09151-ALC	Velasquez v. Saturnia Inc, et al	filed 11/04/21	
134	1:21-cv-09152-VSB	Velasquez v. N2M LLC et al	filed 11/04/21	closed 05/03/22
135	1:21-cv-09156-JPC-SLC	Velasquez v. Bryan's Bakery Inc. et al	filed 11/04/21	closed 04/26/22
136	1:21-cv-09348-AT	Velasquez v. Karena Foods Inc. et al	filed 11/11/21	closed 05/04/22
137	1:21-cv-09387-MKV	Velasquez v. Dundee LLC et al	filed 11/12/21	
138	1:21-cv-10356-JPC	Velasquez v. Shopzuri.com, LLC et al	filed 12/04/21	

139 1:21-cv-10619-JMF Velasquez v. Lavish Beauty filed 12/12/21 closed 04/05/22
Inc. et al

140 1:21-cv-10620-PAE- Velasquez v. NY Community filed 12/12/21
VF Financial, LLC et al

141 1:21-cv-10859-LGS Velasquez v. The Doral filed 12/19/21
Investors Group, LLC et al

142 1:21-cv-10862-AT Velasquez v. SP Fashion filed 12/19/21
USA, Inc. et al

143 1:21-cv-10872-MKV Velasquez v. Best Way filed 12/19/21
Driving School Inc. et al

144 1:22-cv-02904-JPC Velasquez v. Urban filed 04/07/22
Outfitters, Inc. et al

145 1:22-cv-02907-JPO Velasquez v. SMCP USA, Inc. filed 04/07/22
et al

146 1:22-cv-02913-AT Velasquez v. Kirna Zabete, filed 04/07/22
Inc. et al

147 1:22-cv-02948-RA Velasquez v. Mykita Shop filed 04/08/22
LLC et al

148 1:22-cv-02950-VEC Velasquez v. Orlebar Brown filed 04/08/22
NY 1, LLC et al

149 1:22-cv-02951-GHW Velasquez v. Norrona Sport, filed 04/08/22
Inc. et al

150 1:22-cv-03245-JGK Velasquez v. Bleach Group filed 04/20/22
USA Holdings, Inc. et al

151 1:22-cv-03247-LJL Velasquez v. American Giant, filed 04/20/22
Inc. et al

152 1:22-cv-03325-PAE- Velasquez v. Lavish Beauty filed 04/23/22
GWG Inc. et al

153 1:22-cv-03548-VEC Velasquez v. Blank Jewelry filed 05/02/22
LLC et al

154 1:22-cv-03726-VEC Velasquez v. BMZ EV LLC et filed 05/08/22
al

155 1:17-cv-03862-WHP Velasquez v. Lex Interiors filed 05/22/17 closed 03/01/18
Ltd. et al

156 1:17-cv-04791-LGS Velasquez, v. 736 Tenth Avenue Cafe LLC et al filed 06/23/17 closed 01/16/18

NINETEENTH DEFENSE

73. The Defendant TAL UMATAR LLC, has been adversely impacted economically by Covid-19.

74. As a result of the devastating economic drain on the Defendant TAL UMATAR LLC, the Defendant is incapable of effectuating any remedial actions due to the economic effects of Covid -19.

75. By reason of the foregoing the complaint should be dismissed.

CROSS-CLAIM AGAINST CO-DEFENDANT DUNDEE LLC

76. Defendant DUNDEE LLC ("DUNDEE") ("DUNDEE") was responsible for insuring that the Premises complied with certain specified legal requirements,

including, *inter alia*, those required under the Americans with Disabilities Act, if applicable.

76. That if the Plaintiff recovers herein against TAL UMATAR, such recovery will have been caused and brought about by reason of the negligence or culpable conduct or actions encompassed by contractual obligations of said co-defendant, DUNDEE under the sublease between the prime tenant and the subtenant (DUNDEE), TAL UMATAR will be entitled to judgment against DUNDEE in the amount of any recovery herein against TAL UMATAR and for all damages flowing from DUNDEE's breach of contract under said sublease, together with attorneys' fees, or in the alternative, to a determination of the comparative degrees of negligence of all parties and to a judgment over in accordance with such determination by virtue of either common law or contractual indemnity through contribution.

77. By reason of the foregoing, if it is found that the answering Defendant TAL UMATAR LLC is liable, in whole or in part, to the Plaintiff herein, which liability is expressly denied, then the Defendant TAL UMATAR LLC is entitled to indemnification from and against the Defendant DUNDEE, for any judgment or other relief that the Plaintiff may recover against the answering Defendant, in addition to TAL UMATAR's reasonable attorneys fees and disbursements incurred in defense of this action.

RESERVATION OF ADDITIONAL DEFENSES

76. Defendant reserves the right to allege additional defenses as they become

known during discovery and to amend its answer accordingly.

DEMAND FOR TRIAL BY JURY

WHEREFORE, Defendant demands a trial by jury for all claims and issues in this action for which defendant is or may be entitled to a jury trial.

WHEREFORE, Defendant TAL UMATAR LLC respectfully requests that the Court enter judgment in favor of Defendant TAL UMATAR LLC:

- A. Dismissing the Complaint in its entirety, and granting the costs and disbursements of this action; and
- B. That the Court issue an award of counsel fees, costs, and disbursements in favor of TAL UMATAR LLC and against the Plaintiff RICARDO VELASQUEZ;
- C. That the Court issue an award of counsel fees, costs, and disbursements against the Defendant DUNDEE LLC, Inc. in favor of the Defendant TAL UMATAR LLC by reason of its breach of its duty to be in compliance with the ADA if such is found to be true by this Court; and
- D. That the Court award the Defendant TAL UMATAR LLC such other relief as the Court may deem appropriate and just.

Dated: May 27, 2022
New York NY

/s/ Doreen J. Fischman
Respectfully submitted
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